14 Duncannon 26Lindsay Square London SW1V 2HT

31-3-2011

Dear Sir,

Subject: Objection to dismiss claim 5614 and factual evidence to support the claim

Please find below evidence to support claim 5614 and the necessary contact details of the creditor in the case.

Name of Bankruptcy Court	United States Bankruptcy Court Southern District of New York
Debtor Name	Lehman Brothers Holdings Inc
Creditor Name	Ropner, Henry
Creditor Address	14 Duncannon,
	26 Lindsay Square,
	London,
	SW1V 2HT,
	UK
Creditor contact Tel number	+44 207 036 5859
Case Number	5614
Date Filed	7-20-2009
Classification and Amount	PRIORITY: \$16,625.00
Subject	Objection to Dismiss Claim 5614
Description and rational for	Failure to pay sign on bonus of £5,000 and wages
the Claim	equivalent to three months' notice £11,250 as agreed
	upon offer of employment set out in offer letter dated
	29 th August 2008 by Malcolm Horton – Managing
	Director of Recruitment and Programme Management
Proof	Please see attached documentation
Reasons not to dismiss	I would like to show the court the supporting
	documents enclosed that establish that Lehman
	Brothers employed me prior to filing for Chapter 11
	bankruptcy.

Kind Regards,

Henry Ropner

LEHMAN BROTHERS

Strictly Private & Confidential

29 August 2008

Henry Ropner 14 Duncannon 26 Lindsay Square SW1V 2HT

Dear Henry

I am very pleased to confirm our offer to join Lehman Brothers as an Analyst, Class of 2007 based in the Investment Banking Division, Europe and the Middle East. Your employment will be with Lehman Brothers Limited ("the Company") based in London. However, you may be seconded to other companies within the Lehman Brothers Group from time to time at Lehman Brothers Limited's discretion.

Your salary will be £45,000 per annum, payable on or about the 21st of each month and will be reviewed in accordance with the Company's salary review procedure.

You will be eligible to participate in Lehman Brothers' discretionary bonus award programme; awards are based on numerous factors as determined by the Company from time to time. These factors may include Lehman Brothers' performance and profitability, business unit performance and profitability, individual performance and contribution, and other factors Lehman Brothers deem relevant in a given year and for each business. To be eligible for a bonus award under this programme you must be employed and not be under notice either given or received at the time the bonus awards are made. Entitlement to a bonus payment is therefore not automatic and no single award, or series of awards, creates an entitlement for further bonus awards. In addition, the entitlement to be considered for the payment of a discretionary bonus award does not confer any entitlement to a payment which accrues on a daily basis.

It is anticipated that any bonus award that you may be eligible to receive will be made in the third quarter of 2009. The first discretionary bonus award will be prorated from the start of your employment.

Bonus awards are made in Sterling and any necessary currency conversion relating to any bonus awards will be made at a foreign exchange rate close to the average daily exchange rate for the appropriate bonus year.

The bonus year applicable for the discretionary bonus award programme for Analysts is currently 1st July -30th June.

You will also receive an initial taxable payment of £5000 with your first full salary payment. This payment will not form part of your total compensation for the year 2009. In the event that you leave the Company or are under notice, either given or received, you will be required to repay this amount. The date for repayment will be no later than the 7th day after your termination date. The repayment will be made at the Company's discretion either by a deduction from your salary or by a personal cheque made payable to "Lehman Brothers", or a combination of both.

You are entitled to 25 days holiday for each calendar year. Your entitlement will be pro-rated in your first year of employment.

You are also entitled to 1 Personal Day per calendar year in order to attend to personal matters. This entitlement becomes effective when you have completed six months continuous employment.

In addition to the above, you are eligible for Company benefits as detailed in the Employee Handbook, which is enclosed. The Employee Handbook also details our general employment policies and procedures, and contains contractual terms and conditions of employment in Section 1, including the Written Statement of your terms and conditions of employment as required by the Employment Rights Act 1996. You are also eligible for an interest free loan for the cost of a new season ticket for travel to and from the office. The Company does not take over season ticket loans from previous employers.

You will be obliged to give four weeks' notice of termination of your employment. You will be entitled to receive four weeks' notice of termination of your employment, or the statutory minimum notice, if greater.

This Offer is subject to and conditional upon:

- 1. You having made full disclosure of all information requested by the Company in support of your application for employment (including any information that may be contained in any attached documents) and that such information is true and complete.
- 2. Receipt of satisfactory employment and financial references. You will be asked to provide the relevant information during the On boarding Process. On receipt of this information and your Information Release Form, the Company's agents, First Advantage Europe Limited, will apply to the contacts named for employment references including confirmation of compensation details and will also apply to credit/bankruptcy agencies for financial references. The Company will determine whether such references are satisfactory. Your employment is conditional upon you having all the educational, vocational, professional and any other appropriate qualifications that you have told us you have. On request, you will be required to produce certificates, where applicable, in respect of these qualifications. Any misrepresentation, omission of a material fact or deception will be cause for immediate cancellation of this offer letter, or for dismissal if already employed.
- 3. Agreement to, and compliance with, our Compliance regulations, including our Chinese Wall and Restricted List Policy, Code of Conduct, Personal Investment Policy and Political Contributions Policy ("the Policies"), copies of which are enclosed. You are required under the rules to disclose all brokerage accounts which you or any related party (including members of your family, companies or partnerships whose business or domestic relationship with you would give rise to a community of interest between you) may

currently hold in order for them to be monitored by the Company. It is important to note that the Personal Investment Policy will apply to all of these related parties. In addition, you are required to disclose any outside business interests you may have (eg directorships, shareholding in private companies, trusteeships etc.). If you have any queries regarding these forms, please contact Paul MacDonald in Compliance on +44 (0)207 102 1685. Please complete the enclosed forms and return them to us with your acceptance.

- 4. Acceptance of the contractual terms and conditions of employment set out in Section 1 of the Employee Handbook, which includes the Written Statement of your terms and conditions of employment required under the Employment Rights Act 1996.
- 5. Achievement of appropriate FSA approval. If your role at Lehman Brothers will involve engaging in a controlled function, for example, advising clients on investments, advising clients in connection with investment banking business, or dealing or arranging deals in investments for clients, it will be necessary for you to be approved by our UK regulator, the FSA before you start conducting your role.
- 6. A satisfactory (as solely determined by the Company) pre-employment medical questionnaire, or medical if required. Enclosed is the health assessment questionnaire, which you should complete and return to the BUPA Wellness Medical Centre in the Strictly Confidential envelope provided. If the doctor feels that it is appropriate to conduct a pre-employment medical, you will be contacted soon after you return your questionnaire.
- 7. Proof of entitlement to live and work in the United Kingdom. If you are a passport holder of a country in the European Economic Area or hold some other entitlement to live and work in the United Kingdom we will need to see documentary evidence of this when you join. If you do not have the right to live and work in the United Kingdom then you will require a Work Permit. In the meantime, please provide a copy of your passport for our files.

Please note that the terms and conditions set out in this letter supersede any conversations or correspondence that may have occurred prior to the date of this letter. In the event of any disparity between the terms of the Offer Letter and the Employee Handbook, the terms of the Offer Letter will prevail.

Your employment will only take effect when you are free of any restrictions imposed by your current employer and it is up to you to advise us if there are any potential difficulties in this respect. By countersigning this letter you are confirming to us that you are not subject to any duty or obligation that would prevent you from taking up employment with us on your start date, or which would prevent you from performing all or any duties for the Company relating to your position. We would like you to start work with us as soon as practicable, and in any event no later than 1 December 2008.

Please sign the attached copy of this offer to signify your acceptance of the terms and conditions outlined. Please return these to Kate Richards in the Human Resources Department, 25 Bank Street, London, E14 5LE as soon as possible. According to our standard policy, this offer is available for acceptance for seven days from the date of this letter, after which it will lapse. If you have any questions in relation to this offer, or require any further information, please do not hesitate to contact Kate Richards on +44 (0)207 102 0962.

*08-13555-mg Doc 15750 Filed 04/04/11 Entered 04/08/11 11:09:51 Main Document Pg 5 of 5

. We are very enthusiastic about your future at Lehman Brothers and look forward to you joining the team.

Yours sincerely

Malcolm Horton

Managing Director

Head of Recruitment and Programme Management, Europe and the Middle East